

THE MIDTOWN ALEXANDRIA STATION CONDOMINIUM ASSOCIATION

Policy Resolution No. 08-08

(Policy Concerning the Use and Reservation of the Party Room and Grill Deck)

WHEREAS, Article III, Section 3.1 of the Bylaws of The Midtown Alexandria Station Condominium Association ("Bylaws") assigns to the Board of Directors ("Board") all of the powers and duties necessary for the administration of the affairs of The Unit Owners Association ("Association") and provides that the Board may do all such acts and things as are not prohibited by the Condominium Act, the Declaration or by the Bylaws required to be exercised and done by the Association;

WHEREAS, Article III, Section 3.1(6) of the Bylaws provides that the Board shall have the power to adopt rules and regulations;

WHEREAS, Article III, Section 3.1(3) of the Bylaws imposes upon the Board the duty and power to provide for the operation, care, upkeep, and maintenance of all of the Condominium; and

WHEREAS, the Party Room and grill deck are Residential Common Elements reserved for the exclusive use of all of the Residential Units;

WHEREAS, the Board has decided that is in the best interest of the Condominium to promulgate a resolution which establishes a policy governing the reservation and use of the Party Room for certain private events.

NOW, THEREFORE, BE IT RESOLVED, THAT the Board adopts the following policy regarding the reservation and use of the building Party Room for certain private events and hereby directs management to administer the policy.

I. RESERVATION AVAILABILITY

Subject to availability, residents of the Association that are in good standing may apply to reserve the Party Room or the grill deck for their exclusive use by complying with the terms of this policy. Members in good standing are those members who are fully compliant with all of the regulations of the Association, including, but not limited to, the obligation to pay assessments and the obligation to comply with all covenants, rules and regulation set forth in the Declaration, Bylaws and policy resolutions of the Association. Management shall administer all requests for the reservation of the Party Room(s) on a first-come, first-served basis.

Management shall determine the availability of the Party Room and grill deck for private reservation by prioritizing the use of the space in favor of the activities of the Board, Committees, and Association-sponsored events; provided, however, that Management shall not pre-empt an already existing reservation. Use of the facilities will be based on the following order of priority:

- 1) Regularly scheduled meetings of the Condominium, Board of Directors, Committees, Subcommittees or ad hoc groups
- 2) Regularly scheduled recreational or club meetings
- 3) Management meetings
- 4) Private resident gatherings on a first-come, first-served basis

Only one reserved event may be held in the Party Room and/or Grill Deck at one time.

As part of the reservation process, residents who wish to reserve the Party Room, pool deck or grill deck must provide proper identification to prove membership or residency in the Association to the satisfaction of management.

II. OCCUPANCY

The maximum number of people who may occupy the Party Room at any one time is 30 persons. The maximum number of people who may occupy the grill and pool deck combined at any one time is 60 persons. All persons that reserve the Party Room, pool deck or grill deck for an event or for their exclusive use (hereinafter "Renters") must conform to this limitation and bear complete and total responsibility for compliance with this restriction during the term of any reservation period. If it is determined that a Renter has violated the occupancy limits for the facility, they will be permanently prohibited from reserving any of the facilities.

III. ELIGIBILITY

Only persons who are: (1) a unit owner residing in the building; or (2) listed on a valid lease that is on record with the Association, are eligible to be a Renter. The Renter reserving the facility must be present at the function for which the amenity is reserved. The Renter reserving the facility is responsible for the actions of his or her guests. No person will be permitted to be a Renter if the owner of the unit is delinquent in the payment of assessments or the tenant or unit owner is in violation of any provision of the Condominium Instruments, policy resolutions or duly-adopted rules and regulations of the Association at the time such person submits a request to reserve one of the facilities.

IV. INSPECTIONS

Prior to any reservation, management shall inspect the facility subject to the reservation to record the current condition of the facility. After the term of any reservation period, management will conduct a post-use inspection of the facility reserved. Management shall prepare a report of the event that will be considered a part of the final inspection report. In their sole discretion, management shall make all determinations as to whether any damages occurred during the reservation period and the amounts which shall be deducted from the security deposit or specially assessed to the Renter, if the security deposit is inadequate. If the Renter disagrees with management's determinations, he/she may appeal to the Board by filing an appeal with the Association's management agent within 10 days of the inspection. The appeal must be in writing and

must state the reasons for the appeal. The Board will then schedule a hearing to review the matter and make a final decision.

V. TIME OF USE

The Party Room shall be available for private use during the hours of 9 a.m. to 12:00 a.m., seven days a week, provided the Association has not reserved the room in accordance with those above-referenced purposes. The Grill Deck shall be available for private use during the hours of 9 a.m. to 10:00 p.m., seven days a week, only during the Association authorized pool season, provided the Association has not reserved the deck in accordance with those above-referenced purposes. The Grill Deck is only accessible via the Party Room. As such, the Grill Deck cannot be reserved for private use without reservation of the Party Room as well. All users must ensure that their use of the Grill Deck does not extend beyond 10:00 pm, regardless of the authorized hours of use for the Party Room. Exceptions to the hours for use can only be made by the Board of Directors, in writing. The Party Room and Grill Deck shall not be available for private use during any national holiday.

Before vacating the premises, Renters are responsible for the proper disposal of all food, party decorations, and routine cleaning. The term "routine cleaning" includes, but is not limited to, restoring the facility to their pre-use condition and cleaning up any trash and debris located in the facility and any surrounding areas. Renters must dispose of all trash in appropriate containers (i.e. double-bagged) and dispose of the trash by placing it in the kitchen or in the dumpster at the conclusion of the reservation period. The renter is responsible for completing all of the renter's cleaning responsibilities within two hours of the completion of reservation period. Failure of an owner to complete their cleaning responsibilities in accordance with this policy shall result a cleaning charge of \$75 per hour, with a 3-hour minimum. The Renter's security deposit will be used to pay for any of the required cleaning, and any amounts in excess of the deposit, shall be charged to the Renter's account. The Association will accept responsibility for the vacuuming/sweeping of the floors and wiping all kitchen facilities.

VI. CONDITIONS OF RENTAL

Renters who wish to reserve the facilities for exclusive use must sign a non-transferable agreement for the reservation of the facilities and pay the required deposit. The agreement shall provide that individuals are expressly prohibited from reserving the facilities for use by another party. If a Renter reserves the facilities for use by another party, he or she shall be in breach of the agreement shall forfeit their entire deposit and shall be permanently prohibited from reserving the Party Room(s) in the future. The Board shall authorize management with the authority to review all proposed agreements. Management shall have the power to deny any reservation request if the proposed use appears to be in conflict with the terms of this policy. The following conditions shall apply to all agreements:

alterations and any penetrations into the walls, ceilings or floors of the facilities are strictly prohibited. If management discovers any materials affixed to or penetrating through the ceiling, the Renter shall forfeit the security deposit.

- J. Users may not bring acids or any other material that is flammable, toxic, a "hazardous material" as defined by federal regulations, or presents any potential for damage, to the facilities.
- K. Before vacating the premises, Renters must perform "routine cleaning" of the facilities, as defined above in Section IV. At the end of the event, the Renter must ensure that all lights and appliances are turned off.
- L. Renters must ensure that all attendees be present by invitation only. Invitations to the general public to join any facility activity shall be absolutely prohibited.
- M. No activities which violate any federal, state or local law or ordinance are permitted in the facilities.
- N. The facilities may not be used for commercial purposes.
- O. There shall be no fee for beverage service or "cash bar" at any event held in the facilities. If alcohol is to be served in the facilities, the renter is required to obtain a temporary liquor license from the Virginia Department of Alcoholic Beverage Control. Alcohol may not be served to or consumed by anyone under the age of twenty-one and must be consumed responsibly. The Renter must provide a copy of the license to the Association's management office at least five (5) days prior to the scheduled event. Failure to do so will result in cancellation of the event.
- P. No glasses are permitted outside of the kitchen/bar area
- Q. Management has the power to terminate an event if the Renter or his or her guests fail to comply with the provisions of this policy or any policies, rules or regulations of the Association. Renters must cooperate with, and obey at all times, the management and Association personnel.
- R. Renters must ensure that all attendees stay in the facilities and do not wander through other parts of the Condominium.
- S. Renters are responsible for ensuring that their guests and invitees comply with the terms of this policy and the agreement. Any violation of this policy and/or the agreement by a guest or invitee shall be treated as a violation by the Renter or the Renter's landlord.

- G. The facility shall be formally reserved when a Renter delivers to the Association a signed agreement, along with full payment of the security deposit and all use fees, and has received a written confirmation and signed copy of the agreement from management. All payments must be in the form of a personal check, certified check, or money order made payable to The Midtown Alexandria Station Condominium Association.
- H. In the case of a cancellation, the Renter must go in person to the management office to obtain the return of the deposit.
- I. After the reservation of the facility, the Association shall document all damage and itemize any costs to apply to the security deposit, if any. The invoice shall be sent to the resident and shall provide the resident an opportunity to challenge the costs applied to the security deposit to the Board. Any remaining balance in the security deposit shall be refunded within fifteen (15) business days following the date of the reservation period.
- J. The Association shall return the security deposit (or balance thereof) within ten (10) days of the end of the event. The Renter is required to claim the returned security deposit from the management office. The Association shall deduct from the security deposit any amounts necessary to cover any costs of "routine cleaning" not satisfactorily completed by the Renter as described in Article IV and agreed to by the Renter in the agreement. The determination as to whether the Renter has satisfactorily completed all routine cleaning shall be in the sole discretion of management, who shall determine the cost of any necessary additional cleaning, repairs or replacements of any property damaged during the use of the facility, which may also include the costs of any extraordinary cleaning services, if determined necessary by management. The Renter shall be responsible for any difference between the amount of damages and the security deposit, which shall be treated as an assessment against the Renter's unit. The Renter shall be responsible for any and all damages and violations that occur due to the use of the facility regardless of whether the Renter personally caused the damage.
- K. The Renter agrees to pay all reasonable costs, including legal fees, court costs and administrative fees, in the collection of any outstanding obligation owed to the Association resulting from the enforcement of the Association's policy concerning the reservation of the facility.
- L. If the Renter fails to pay any sum due to the Association after fifteen (15) days of a final decision, the principal amount due shall bear interest from the date due at an annual rate of eighteen percent (18%). A "final decision" shall be the final decision of the Board after a Resident has appealed the imposition of charges to the Board or, if the right to appeal a

charge has been waived, the date of notice of the imposition of charges is sent to the unit owner.

VIII. VIOLATIONS, ENFORCEMENT POLICY

All Renters shall be subject to the Association's enforcement policy for violations of the governing documents if the renter violates this policy. The Association shall be permitted to take all actions authorized by the Association's Declaration, Bylaws and policy resolution and the Virginia Condominium Act, including but not limited to, the imposition of monetary charges and the suspension of a unit owner's membership rights.

All landlord unit owners are responsible for the conduct of their tenants. If a Renter violates this policy or causes damage to the premises that exceed the security deposit, the Association shall hold the unit owner responsible for such conduct and costs and reserves the right to take appropriate action against the unit owner, including, but not limited to, assessment of penalties and the assessment of damage costs against the title to the landlord's unit.

The remedies set forth in this Policy shall not constitute an election of remedies. The Association reserves the right to take any and all actions available to it under the law, which may include the imposition of penalties, suspension of privileges and filing suit to obtain injunctive relief or a money damages.

IX. LIABILITY

The Association, its directors, agents, officers, employees or other designees shall assume no responsibility for the personal property of any individual who uses the facilities during a reservation period.

The Renter and any guest or other user of the facilities shall be responsible for adherence to all of the Association's rules and regulations, legal documents, and policies, including any amendments thereto and all specifications of the agreement, and the Renter shall be responsible for ensuring that his guests and invitees comply with all such rules and regulations, legal documents, and policies.

The Condominium is under no liability to the Renter due to any discontinuance of heat, hot water, and air conditioning or for the discontinuance of any other service caused by accident, breakage or other reason.

Enacted this 21st day of April, 2008.

THE MIDTOWN ALEXANDRIA STATION
CONDOMINIUM ASSOCIATION

By 

President